



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of

ATKINS et al

Atty. Ref.: 604-690

Serial No. 10/635,683

TC/A.U.: 2635

Filed: August 7, 2003

Examiner: S. Au

For: ENHANCED IDENTIFICATION SYSTEM

\* \* \* \* \*

December 8, 2005

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Your petitioner, ZIH Corp., a corporation having an office and place of business/residing at 3 Gorham Road, Top Floor, Hamilton HM 08, Bermuda represents that it is the assignee as filed in the U.S. Patent Office on November 10, 2005 (see attached copy of assignment) of all right, title and interest in and to Application Serial No. 10/635,683, filed August 7, 2003, for ENHANCED IDENTIFICATION SYSTEM.

Your petitioner hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term as presently shortened by any terminal disclaimer of Patent No. 6,661,336, 12/09/2005 JADD01 00000048 10635683 which has also been assigned to ZIP Corp. (see attached copy of assignment), and hereby 35-50:1014 138.00 OP agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to such patent granted on the above-

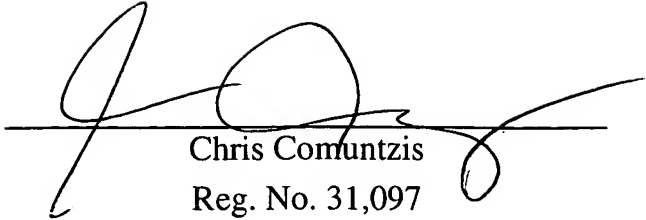
identified application shall be the same as the legal title to the above-identified Patent No. 6,661,336, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of Patent No. 6,661,336 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The evidentiary documents accompanying this document or referred to above have been reviewed by the undersigned and it is certified that to the best of the assignee's knowledge and belief, title is in the assignee seeking to take action.

The undersigned is an attorney or agent of record.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

By:   
Chris Comuntzis  
Reg. No. 31,097

Date: December 8, 2005

☒ **Terminal disclaimer fee under 37 C.F.R. § 1.20(d) included.** If missing, the Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Account No. 14-1140. A duplicate copy of this sheet is attached.

United States

## ASSIGNMENT

THIS ASSIGNMENT, made by **BTG INTERNATIONAL LIMITED**, a company registered in England and Wales with registered office at 10 Fleet Place, Limeburner Lane, London EC4M 7SB and its Affiliates, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignor has previously acquired all right, title, and interest in and to the United States patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **ZIH CORP.**, a corporation of the state of Delaware, having its principal place of business at 3 Gorham Rd., Top Floor, Hamilton HM 08, Bermuda, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

BEST AVAILABLE COPY

The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this

28 day of September, 2005.

BTG INTERNATIONAL LIMITED

By: [Signature] (SEAL)

PAUL MULLENDER KIM DOVELL

Print name of person signing.

Its: SENIOR LEGAL ADVISOR DIRECTOR OF COMPLIANCE

Witness:

[Signature]

MATTHEW FRANKEL  
(Witness print name under signature.)

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## Schedule A to U.S. Assignment

Patent Application No.	Filing/Grant Date	Title
5,519,381	05/21/1996	Detection of Multiple Articles
5,537,105	07/16/1996	Electronic Identification System
5,557,280	09/17/1996	Synchronized Electronic Identification System
5,699,066	12/16/1997	Synchronized Electronic Identification System
5,726,630	03/10/1998	Detection of Multiple Articles
5,995,017	11/30/1999	Electronic Identification System Confirming Valid Code
5,966,083	10/12/1999	Electronic Identification System With Transponder Muting
6,661,336	12/09/2003	Enhanced Identification System
6,784,787	08/31/2004	Identification System
Application No. Publication No.	Filing Date Publication Date	Title
10/635,683	08/07/2003	Enhanced Identification System
2004-0046645	03/11/2004	
08/209,046	03/11/1994	N/A
10/426,958	08/08/2002	RFID Tag
2004-0217865	11/04/2004	
10/518033	06/12/2003	Electronic Identification System